CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING	DATE OF MEETING
6:30 PM	SEPTEMBER 19, 2022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. Call to Order / Roll Call.

2. Consent Docket:

a. Acceptance of the Minutes of the September 6, 2022 regular meeting.

b. Acceptance of the Claims List.

c. Acceptance of ratification of authorization for staff to renew coverage for General Liability, Property and Auto Insurance Coverage.

d. Acceptance of the Financials for August, 2022.

3. Discussion/Approval of Items Removed from Consent Docket:

4. Consideration and Discussion Items:

a. Discussion, consideration and possible action to approve the first Application and Certificate for Payment in the amount of $294,338.50 to Miller Construction & Sons Inc. for CMA-2104 - Water Mains Construction.

5. Motion for Adjournment.

City of

CHICKASHA

Meeting Type: CMA Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: City Clerk **Agenda Item No. 2.a.**

AGENDA ITEM: Acceptance of the Minutes of the September 6, 2022 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the September 6, 2022 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. CMA 9-6-2022

September 6, 2022

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 6th day of September 2022, as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 7:23 p.m.

ITEM 1. **Call to Order / Roll Call**

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Zachary Grayson, Vice-Chairman
Kelly Boyd
Oscar Nelson
Kea Ginn
Nate McCalla
Brian Gerdes
Georgianne Hebblethwaite

ABSENT: R. P. Ashanti-Alexander

STAFF

PRESENT: Amanda Mullins, City Attorney
Cindy Rogers, Assistant City Manager
Susan M. McDaniel, City Clerk
G. G. Music, Asst. Police Chief
Chief Samaniego, Fire Chief
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Jim Crosby, Interim Public Works Director
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing and Civic Engagement

ITEM 2. **Consent Docket: ITEM 2a – ITEM 2b**

ITEM 2a. **Acceptance of the Minutes of the August 15, 2022, regular meeting.**

ITEM 2b. **Acceptance of the Claims List.**

*Motion by Trustee Grayson, second by Trustee Hebblethwaite to approve Consent Docket: ITEM 2a – ITEM 2b.

Roll call vote:

Ayes:”	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson, and Mosley.
“Nays:”	None
“Abstain:”	None
Motion carried.	8-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Discussion and Consideration Items:**

ITEM4a. **Discussion, consideration, and possible action to waive the competitive quote process and authorize the purchase of a 5/6 cubic yard 10-foot dump body from Southwest Trailers & Equipment in an amount not to exceed $21,640.809 using State Contract SW0106.**

*Motion by Council Member McCalla and second by Council Member Grayson to waive the competitive quote process and authorize the purchase of a 5/6 cubic yard 10-foot dump body from Southwest Trailers & Equipment in an amount not to exceed $21,640.809 using State Contract SW0106.

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Roll call vote:

“Ayes:”	Grayson, Boyd, Nelson, Hebblethwaite, Gerdes, McCalla, Ginn and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM4b. **Discussion, consideration, and possible action to authorize Staff to solicit bids for RFP CMA-2203 – Sanitary Sewer Main Replacement – US Highway 62 near 16th Street.**

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to authorize Staff to solicit bids for RFP CMA-2203 – Sanitary Sewer Main Replacement – US Highway 62 near 16th Street.

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7:23 P.M.

Roll call vote:

"Ayes:"	Grayson, Boyd, Nelson, Hebblethwaite, Gerdes, McCalla, Ginn and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	8-0

ITEM4c. **Discussion, consideration, and possible action to approve the Guernsey proposal for Phase I "Conceptual Design and Feasibility Study of the Raw Water Supply System and Water Treatment Plant Site" in an amount not to exceed $19,188.00**

*Motion by Council Member Gerdes and second by Council Member Grayson to approve the proposal for Phase I .

Roll call vote:

"Ayes:"	Grayson, Boyd, Nelson, Hebblethwaite, Gerdes, McCalla, Ginn and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	8-0

ITEM4d. **Discussion, consideration, and possible action to approve the First Amendment to the Contract for Solid Waste Collection and Removal/Disposal Services with Waste Connections Oklahoma, Inc. to increase the rates charged for services pursuant to clause 9.6.3 of the original contract, rate adjustment deemed necessary due to unusual changes in the operation experienced by the Contractor.**

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to approve the First Amendment to the Contract for Solid Waste Collection and Removal/Disposal Services with Waste Connections Oklahoma, Inc. to increase the rates charged for services pursuant to clause 9.6.3 of the original contract, rate adjustment deemed necessary due to unusual changes in the operation experienced by the Contractor.

Roll call vote:

"Ayes:"	Grayson, Boyd, Nelson, Hebblethwaite, Gerdes, McCalla, Ginn and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	8-0

ITEM4e. **Discussion, consideration, and possible action to enter into an agreement with the Delaware Nation to allow Delaware Nation to provide low-income families assistance with their water and waste water bills.**

*Motion by Council Member Hebblethwaite and second by Council Member McCalla to enter into an agreement with the Delaware Nation to allow Delaware Nation to provide low-income families assistance with their water and waste water bills.

Roll call vote:

"Ayes:"	Grayson, Boyd, Nelson, Hebblethwaite, Gerdes, McCalla, Ginn and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	8-0

ITEM 5. **Motion to Adjourn.**

*Motion by Trustee Grayson, second by Trustee Nelson to adjourn.

Meeting adjourned.

TIME: 7:33 P.M.

Approved this 19th day of September 2022.

____
Chris Mosley, Chairman

ATTEST:

____
Susan M. McDaniel, City Clerk

(SEAL)

City of
CHICKASHA

Meeting Type: CMA Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance **Agenda Item No. 2.b.**

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
Accept the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

117 N. 4th Street Chickasha, Ok. 73018 Phone 405.222.6045 Fax 405.222.6004

City of
CHICKASHA

Meeting Type: CMA Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: City Clerk **Agenda Item No. 2.c.**

AGENDA ITEM: Acceptance of ratification of authorization for staff to renew coverage for General Liability, Property and Auto Insurance Coverage.

I. BACKGROUND/DESCRIPTION:

Accept ratification of authorization for staff to renew coverage for General Liability, Property and Auto Insurance Coverage.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

117 N. 4th Street Chickasha, Ok. 73018 Phone 405.222.6045 Fax 405.222.6004

City of
CHICKASHA

Meeting Type: CMA Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance **Agenda Item No. 2.d.**

AGENDA ITEM: Acceptance of the Financials for August, 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for August 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

City of
CHICKASHA

Meeting Type: CMA Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Public Works **Agenda Item No. 4.a.**

AGENDA ITEM: Discussion, consideration and possible action to approve the first Application and Certificate for Payment in the amount of $294,338.50 to Miller Construction & Sons Inc. for CMA-2104 - Water Mains Construction.

I. BACKGROUND/DESCRIPTION:

Miller Construction was awarded the bid CMA-2104 in the amount of $458,255.00 on January 18, 2022.

II. RECOMMENDED ACTION:

Staff recommends approval of the first Application and Certificate for Payment in the amount of $294,338.50 to Miller Construction & Sons Inc. for CMA-2104 - Water Mains Construction.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

	Fund	Account	Amount
Dept. Director: Jim Crosby, Public Works Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)31-530-6450-019-2		$294,338.50

V. ATTACHMENTS:

1. 20220915165139462
2. 20220915165241298
3. 20220915165156959

CITY OF CHICKASHA PURCHASE REQUEST

☐ open ☒ rec

PO # ______

VENDOR # ______

DATE: 9/12/2022

DEPT: LINE MAINTENANCE

DELIVER TO: PUBLIC WORKS

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	MILLER CONSTRUCTION		
ADDRESS	P. O. BOX 125		
CITY	COMMANCHE		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	WATER MAIN CONSTRUCTION		$ 294,338.50		
	CMA-2104				
		TOTAL	$ 294,338.50	$ 0.00	$ 0.00
		CASH DISCOUNT	( )	( )	( )
		TOTAL GROSS PRICE	$ 294,338.50	$ 0.00	$ 0.00
		TOTAL FREIGHT			
		TOTAL	$ 294,338.50	$ 0.00	$ 0.00

DISBURSEMENT
FUND: 31
DEPT: 530
ITEM: 6450-019-2

COMMENTS: q

ALL EXPENDITURES OF MORE THAN $500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN $1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN $3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS.
QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY:(Printed Name/Signature)______

CIRCLE ONE			APPROVAL
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD James Craig
			DIRECTOR OF FINANCE
QUOTATIONS ONLY	EMERGENCY PURCHASE		CITY MANAGER

10/14/2013

Contractor's Application for Payment No. 1

	Application Period: 5/31/22 to 7/12/22	Application Date: 7/12/2022
To (Owner): Chickasha Municipal Authority	From (Contractor): Miller Construction & Sons In c	Via (Engineer): CTC Chishom Trail Consulting
Project: RFP CMA-2104- Water Mains Construction	Contract:	ODOT Project Number NHPP-226N(069)FP, J/P 24428(06) Utilities, Agreement 1
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE** .... $ **$458,255.00**
2. **Net change by Change Orders** .... $
3. **Current Contract Price (Line 1 ± 2)** .... $ **$458,255.00**
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)** .... $ **$309,830.00**
5. **RETAINAGE:**
   - **a. 5% X** $309,830.00 **Work Completed** .... $ **$15,491.50**
   - **b. 5% X** ________ **Stored Material** .... $
   - **c. Total Retainage (Line 5a + Line 5b)** .... $ **$15,491.50**
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)** .... $ **$294,338.50**
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** .... $
8. **AMOUNT DUE THIS APPLICATION** .... $ **$294,338.50**
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)** .... $ **$148,425.00**

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] Date: 7/12/2022

Payment of: $ $294,338.50 ~~148,425.00~~
(Line 8 or other - attach explanation of the other amount)

is recommended by: R. Scott Vaughn (Engineer) 7/21/2022 (Date)

Payment of: $ ____________
(Line 8 or other - attach explanation of the other amount)

is approved by: ____________ (Owner) ______ (Date)

Approved by: ____________ Funding Agency (if applicable) ______ (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): RFP CMA 2104 WATERMAINS CONSTRUCTION PROJECT	Application Number: 1
Application Period: 5/31/22 TO 7/12/22	Application Date: 7/12/2022

Bid Item No.		A – Item: Description	Bid Quantity	Unit Price	B – Bid Value	C – Estimated Quantity Installed	D – Value	E – Materials Presently Stored (not in C)	F – Total Completed and Stored to Date (D + E)	% (F) B	G – Balance to Finish (B - F)
WL #1	1	12X6 MJ TEE INSTALLED	2	$5,000.00	$10,000.00	2	$10,000.00		$10,000.00	100.0%	
	2	12" MGJ GATE VALVE W/BOX INSTALLED	2	$5,000.00	$10,000.00	2	$10,000.00		$10,000.00	100.0%	
	3	FIRE HYDRANT ASSY (3'-0" BURY) INSTALLED	2	$5,000.00	$10,000.00	2	$10,000.00		$10,000.00	100.0%	
	4	MECHANICAL JOINT RESTRAINT	2	$1,000.00	$2,000.00	2	$2,000.00		$2,000.00	100.0%	
	5	DISINFECTION	1	$1,000.00	$1,000.00	1	$1,000.00		$1,000.00	100.0%	
	6	CONSTRUCTION TRAFFIC CONTROL	1	$1,000.00	$1,000.00	1	$1,000.00		$1,000.00	100.0%	
WL#3	1	12" DR 17 HDPE WL, INSTALLED CASING	910	$65.00	$59,150.00						$59,150.00
	2	12" DR 14 PVC WL TRENCHED	159	$85.00	$13,515.00						$13,515.00
	3	20" CASING BORED	880	$210.00	$184,800.00	880	$184,800.00		$184,800.00	100.0%	
	4	12X45 BEND INSTALLED	4	$2,000.00	$8,000.00						$8,000.00
	5	12X90 BEND INSTALLED	3	$2,000.00	$6,000.00						$6,000.00
	6	12X6 TEE INSTALLED	1	$1,000.00	$1,000.00						$1,000.00
	7	12X12 TEE INSTALLED	1	$5,000.00	$5,000.00						$5,000.00
	8	12" MJ PLUG SOLID INSTALLED	1	$1,000.00	$1,000.00						$1,000.00
	9	12" GATE VALVE W/BOX INSTALLED	3	$5,000.00	$15,000.00						$15,000.00
	10	FIRE HYDRANT ASSY (3'-0" BURY) INSTALLED	2	$5,000.00	$10,000.00						$10,000.00
	11	DISINFECTION	1	$1,500.00	$1,500.00						$1,500.00
	12	HYDROSATIC PRESSURE TESTING	1	$1,500.00	$1,500.00						$1,500.00
	13	CONSTRUCTION TRAFFIC CONTROL	1	$5,000.00	$5,000.00						$5,000.00
WL #4&#5	1	12" DIP WL TRENCHED	290	$80.00	$23,200.00	235	$18,800.00		$18,800.00	81.0%	$4,400.00
	2	12" DIP WL INSTALLED IN CASING	138	$30.00	$4,140.00	138	$4,140.00		$4,140.00	100.0%	
	3	20" CASING TRENCHED	120	$180.00	$21,600.00	120	$21,600.00		$21,600.00	100.0%	
	4	6" DIP WL TRENCHED	104	$80.00	$8,320.00	108	$8,640.00		$8,640.00	103.8%	-$320.00
	5	12X45 BEND INSTALLED	4	$1,000.00	$4,000.00	4	$4,000.00		$4,000.00	100.0%	
	6	12X6 TEE INSTALLED	1	$1,000.00	$1,000.00	1	$1,000.00		$1,000.00	100.0%	
	7	6X22.5 BEND INSTALLED	2	$1,000.00	$2,000.00	2	$2,000.00		$2,000.00	100.0%	
	8	12" GATE VALVE W/BOX INSTALLED	2	$4,000.00	$8,000.00	2	$8,000.00		$8,000.00	100.0%	
	9	6" GATE Valve W/BOX INSTALLED	2	$2,000.00	$4,000.00	2	$4,000.00		$4,000.00	100.0%	
	10	FIRE HYDRANT ASSY (3'-0" BURY) INSTALLED	1	$5,000.00	$5,000.00	1	$5,000.00		$5,000.00	100.0%	
	11	DISINFECTION	1	$1,500.00	$1,500.00	1	$1,500.00		$1,500.00	100.0%	
	12	HYDROSATIC PRESSURE TESTING	1	$1,500.00	$1,500.00	1	$1,500.00		$1,500.00	100.0%	
	13	CLSM BACKFILL	181	$130.00	$23,530.00	45	$5,850.00		$5,850.00	24.9%	$17,680.00
	14	CONSTRUCTION TRAFFIC CONTROL	1	$5,000.00	$5,000.00	1	$5,000.00		$5,000.00	100.0%	
		Totals			**$458,255.00**		**$309,830.00**		**$309,830.00**	67.6%	**$148,425.00**

In compliance with Title 62 of the Oklahoma Statutes, Section 310.9 A & B all architects, contractors, engineers, or material suppliers conducting business with the City of Chickasha, Oklahoma are required to complete (sign and notarize) this affidavit.

STATE OF OKLAHOMA) ss COUNTY OF: Stephens)	Vendor # Miller Construction & Son's Inc
	PO # ______
	Name RFP CMA 2104 WATERMAINS CONSTRUCTION
OTHER STATE: ______) ss COUNTY OF: ______)	$ 311,134.50

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

____
(Signature - Contractor, Supplier, or Engineer)

Subscribed and sworn to before me this 12TH day of JULY, 22.

____
Notary Public

Company Name: Miller Construction & Son's Inc

Address: P.O. Box 125

City: COMANCHE State: Oklahoma Zip: 73529

TAMMY TAYLOR
Notary Public - State of Oklahoma
Commission Number 01001965
My Commission Expires Feb 2, 2025

City of
CHICKASHA

Meeting Type: CMA Agenda 1-18-2022

Meeting Date: 1/18/2022

Department: Public Works **Agenda Item No. 4.a.**

AGENDA ITEM: **Discussion, consideration and possible action to award the bid for CMA-2104 to Miller Construction & Sons, Inc. in the amount of $458,255.00.**

I. BACKGROUND/DESCRIPTION:

This project is phase one of three planned phases to relocate City-owned water mains to accommodate the pending US Highway 81 Realignment project by ODOT.

This relocation project has been in the planning and design stages since July 2018. Multiple meetings and discussions between City Staff, our engineer (Chisholm Trail Consulting) and ODOT have taken place regarding this planning effort. The total estimated cost of all water main relocations is approximately $941,221. As a result of our discussions, ODOT has agreed to complete one of the phases as part of an ODOT construction contract. ODOT will pay for 60% (approximately $573,000) of the total project cost for water main relocations.

Phase 1 work consists of:

- Installing new valves and fire hydrants on the water main located along the west city limits about one-half mile north of Iowa Avenue. This is being done to accommodate a future phase of work wherein the line will be taken out of service temporarily to accommodate the road construction.
- Relocating about 900 feet of water main along US Highway 62 at US Highway 81.
- Relocating about 530 feet of water main along the west city limits at Iowa Avenue.

2021 Chronology:

- On August 16, 2021 City Council authorized solicitation of bids for this project.
- Pre-Bid Conference was held on September 16, 2021.
- Bids were opened on September 28, 2021 at 1:30 p.m. Four bids were received.
- The low bid was submitted by Miller Construction & Sons, Inc. of Comanche, Oklahoma

in the amount of $485,255.00.

ODOT has agreed to the recommended award and will reimburse the City for $146,790 of this phase of the work, since a portion of the existing water lines lie within dedicated easements owned by the City. The balance of the ODOT share will be paid in future phases.

II. RECOMMENDED ACTION:

Staff recommends awarding bid CMA-2104 to Miller Construction & Sons, Inc. in the amount of $485,255.00.

III. FISCAL INFORMATION - 81 - Water Main Relocate / 52-552-6450-044.3

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
David Buchanan , Public Works Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 18, 2022	(From) 81 - Water Main Relocate /52-552-6450-044.3		$485,255.00

V. ATTACHMENTS:

1. CMA-2104 Let of Awd Recommend
2. CMA-2104 BID TAB DETAILED
3. CMA-2104 BID TAB SUMMARY
4. ODOT 24428 CHICK WTR LOW BID APPROV

CTC
CHISHOLM TRAIL CONSULTING, LLC

R. Scott Vaughn, P.E., CFM
Professional Engineering Services
580-467-8130
rscottv11@gmail.com

September 28, 2021

Chickasha Municipal Authority
Mr. David Buchanan
Public Works Director
117 North 4th Street
Chickasha, Oklahoma 73018

RE: RFP CMA-2104
WATER MAINS CONSTRUCTION PROJECT
CHICKASHA, OK

Dear Mr. ~~Buchanan~~ David:

After carefully reviewing the bids submitted on September 28, 2021 for the referenced project, I find that the lowest responsive bid was submitted by Miller Construction & Son's, Inc. of Comanche, Oklahoma. Please refer to the attached Detailed Bid Tabulation and Bid Tabulation Summary for more information.

The work on this project constitutes Phase 1 of relocations of CMA water mains to accommodate the US Highway 81 Realignment Project. Waterline 1 consists of installing two valves and fire hydrants on CR 281.5 about one-half mile north of Iowa Avenue, to allow the water main to be temporarily removed from service during a future project. The work at Waterline 3 entails installing approximately 1,070 LF of water main and 880 LF of casing at the junction of US Highways 62 and 81. Waterlines 4 and 5 consist of about 430 LF of water mains at the intersection of Iowa Avenue and CR 281.5. Completion of Waterline 1 and Waterline 2 will be addressed under a future project.

ODOT will reimburse the CMA for 60.88% of the cost of the project, in accordance with the Utility Relocation Agreement, approved August 23, 2019. Therefore, prior to making an award, the CMA must provide a copy of the attached bid tabulations and a recommendation letter from the CMA to ODOT for their review and concurrence.

Miller Construction & Son's, Inc. has been in business in Oklahoma for approximately 20 years. They have satisfactorily completed many projects of a similar nature in the area. It is my recommendation that after receiving concurrence from ODOT the Chickasha Municipal Authority award a contract to Miller Construction & Son's, Inc. for CMA-2104 Water Mains Construction Project in the amount of $458,255.00.

If you have any questions, or require additional information, please do not hesitate to call me.

Sincerely,

R Scott Vaughn

R. Scott Vaughn, P.E., CFM

Enclosures

Cc: File

CHICKASHA MUNICIPAL AUTHORITY
RFP CMA-2104
WATER MAINS CONSTRUCTION PROJECT
DETAILED BID TABULATION

Bid Opening Date and Time		9/28/2021	1:30 p.m.										
				ENGINEER ESTIMATE		MILLER CONSTRUCTION		SOUTHWEST WATERWORKS		TIMCO		W.E.B. CONSTRUCTION	
WATERLINE 1													
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	12" X 6" MJ TEE, INSTALLED	EA	2	$ 1,200.00	$ 2,400.00	$ 5,000.00	$ 10,000.00	$ 2,300.00	$ 4,600.00	$ 1,649.00	$ 3,298.00	$ 10,000.00	$ 20,000.00
2	12" MJ GATE VALVE W/ BOX, INSTALLED	EA	2	$ 5,400.00	$ 10,800.00	$ 5,000.00	$ 10,000.00	$ 4,000.00	$ 8,000.00	$ 4,700.00	$ 9,400.00	$ 6,000.00	$ 12,000.00
3	FIRE HYDRANT ASSY (3'-0" BURY) INSTALLED	EA	2	$ 7,500.00	$ 15,000.00	$ 5,000.00	$ 10,000.00	$ 5,000.00	$ 10,000.00	$ 5,900.00	$ 11,800.00	$ 7,500.00	$ 15,000.00
4	MECHANICAL JOINT RESTRAINT	EA	2	$ 2,500.00	$ 5,000.00	$ 1,000.00	$ 2,000.00	$ 2,800.00	$ 5,600.00	$ 1,050.00	$ 2,100.00	$ 600.00	$ 1,200.00
5	DISINFECTION	LSUM	1	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
6	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
	SUBTOTAL				$ 35,200.00		$ 34,000.00		$ 34,200.00		$ 33,598.00		$ 53,200.00
WATERLINE 3													
1	12" DR 17 HDPE WL, INSTALLED IN CASING	LF	910	$ 150.00	$ 136,500.00	$ 65.00	$ 59,150.00	$ 111.00	$ 101,010.00	$ 49.00	$ 44,590.00	$ 100.00	$ 91,000.00
2	12" DR 14 PVC WL, TRENCHED	LF	159	$ 100.00	$ 15,900.00	$ 85.00	$ 13,515.00	$ 94.00	$ 14,946.00	$ 90.00	$ 14,310.00	$ 75.00	$ 11,925.00
3	20" CASING BORED	LF	880	$ 300.00	$ 264,000.00	$ 210.00	$ 184,800.00	$ 211.00	$ 185,680.00	$ 550.00	$ 484,000.00	$ 375.00	$ 330,000.00
4	12" X 45° BEND, INSTALLED	EA	4	$ 612.50	$ 2,450.00	$ 2,000.00	$ 8,000.00	$ 1,000.00	$ 4,000.00	$ 1,250.00	$ 5,000.00	$ 1,200.00	$ 4,800.00
5	12" X 90° BEND, INSTALLED	EA	3	$ 682.50	$ 2,047.50	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 3,000.00	$ 1,460.00	$ 4,380.00	$ 1,200.00	$ 3,600.00
6	12" X 6" TEE, INSTALLED	EA	1	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 2,300.00	$ 2,300.00	$ 1,650.00	$ 1,650.00	$ 1,200.00	$ 1,200.00
7	12" X 12" TEE, INSTALLED	EA	1	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 1,900.00	$ 1,900.00	$ 1,200.00	$ 1,200.00
8	12" MJ PLUG, SOLID, INSTALLED	EA	1	$ 252.00	$ 252.00	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,150.00	$ 1,150.00	$ 1,000.00	$ 1,000.00
9	12" GATE VALVE W/ BOX, INSTALLED	EA	3	$ 5,400.00	$ 16,200.00	$ 5,000.00	$ 15,000.00	$ 4,000.00	$ 12,000.00	$ 4,400.00	$ 13,200.00	$ 6,000.00	$ 18,000.00
10	FIRE HYDRANT ASSY (3'-0" BURY) INSTALLED	EA	2	$ 7,500.00	$ 15,000.00	$ 5,000.00	$ 10,000.00	$ 3,500.00	$ 7,000.00	$ 5,900.00	$ 11,800.00	$ 7,500.00	$ 15,000.00
11	DISINFECTION	LSUM	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
12	HYDROSTATIC PRESSURE TESTING	LSUM	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00
13	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
	SUBTOTAL				$ 463,049.50		$ 311,465.00		$ 339,536.00		$ 591,980.00		$ 492,725.00
WATERLINE 4&5													
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	EST QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	12" DIP WL, TRENCHED	LF	290	$ 120.00	$ 34,800.00	$ 80.00	$ 23,200.00	$ 103.00	$ 29,870.00	$ 90.00	$ 26,100.00	$ 100.00	$ 29,000.00
2	12" DIP WL, INSTALLED IN CASING	LF	138	$ 100.00	$ 13,800.00	$ 30.00	$ 4,140.00	$ 101.50	$ 14,007.00	$ 80.00	$ 11,040.00	$ 200.00	$ 27,600.00
3	20" CASING TRENCHED	LF	120	$ 150.00	$ 18,000.00	$ 180.00	$ 21,600.00	$ 111.00	$ 13,320.00	$ 180.00	$ 21,600.00	$ 150.00	$ 18,000.00
4	6" DIP WL, TRENCHED	LF	104	$ 75.00	$ 7,800.00	$ 80.00	$ 8,320.00	$ 87.00	$ 9,048.00	$ 52.00	$ 5,408.00	$ 75.00	$ 7,800.00
5	12" X 45° BEND, INSTALLED	EA	4	$ 612.50	$ 2,450.00	$ 1,000.00	$ 4,000.00	$ 1,000.00	$ 4,000.00	$ 1,250.00	$ 5,000.00	$ 1,200.00	$ 4,800.00
6	12" X 6" TEE, INSTALLED	EA	1	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 2,300.00	$ 2,300.00	$ 1,650.00	$ 1,650.00	$ 1,200.00	$ 1,200.00
7	6" X 22.5° BEND, INSTALLED	EA	2	$ 612.50	$ 1,225.00	$ 1,000.00	$ 2,000.00	$ 800.00	$ 1,600.00	$ 650.00	$ 1,300.00	$ 1,000.00	$ 2,000.00
8	12" GATE VALVE W/ BOX, INSTALLED	EA	2	$ 5,400.00	$ 10,800.00	$ 4,000.00	$ 8,000.00	$ 4,000.00	$ 8,000.00	$ 4,400.00	$ 8,800.00	$ 6,000.00	$ 12,000.00
9	6" GATE VALVE W/ BOX, INSTALLED	EA	2	$ 2,100.00	$ 4,200.00	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00	$ 1,900.00	$ 3,800.00	$ 3,000.00	$ 6,000.00
10.00	FIRE HYDRANT ASSY (3'-0" BURY) INSTALLED	EA	1	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,900.00	$ 5,900.00	$ 7,500.00	$ 7,500.00
11	DISINFECTION	LSUM	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
12.00	HYDROSTATIC PRESSURE TESTING	LSUM	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00
13.00	CLSM BACKFILL	CY	181	$ 500.00	$ 90,500.00	$ 130.00	$ 23,530.00	$ 97.00	$ 17,557.00	$ 500.00	$ 90,500.00	$ 40.00	$ 7,240.00
14.00	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
	SUBTOTAL				$ 196,775.00		$ 112,790.00		$ 116,202.00		$ 191,098.00		$ 130,640.00
	TOTAL				$ 695,024.50		$ 458,255.00		$ 489,938.00		$ 816,676.00		$ 676,565.00

CHICKASHA MUNICIPAL AUTHORITY
RFP CMA-2104
WATER MAINS CONSTRUCTION PROJECT

BID TABULATION SUMMARY

DATE/TIME OF BID OPENING 9/28/2021 1:30 p.m.

COMPANY NAME	WATERLINE 1	WATERLINE 3	WATERLINE 4&5	TOTAL BID	QUEST CDN PLANHOLDER	AFFIDAVIT OF NON-COLL.	BUS. REL. AFFIDAVIT	BIDDER QUALIF STMT	BID BOND	ADDENDUM 1	ADDENDUM 2
MILLER CONSTRUCTION	$ 34,000.00	$311,465.00	$112,790.00	$458,255.00	YES	YES	YES	YES	YES	YES	YES
SOUTHWEST WATERWORKS	$ 34,200.00	$339,536.00	$116,202.00	$489,938.00	YES	YES	YES	YES	YES	YES	YES
TIMCO	$ 33,598.00	$591,980.00	$191,098.00	$816,676.00	YES	YES	YES	YES	YES	YES	YES
W.E.B. CONSTRUCTION	$ 53,200.00	$492,725.00	$130,640.00	$676,565.00	YES	YES	YES	YES	YES	YES	YES
Engineer's Estimate	$ 35,200.00	$463,049.50	$196,775.00	$695,024.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A

CHISHOLM TRAIL CONSULTING, LLC

OKLAHOMA
Transportation

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

December 8, 2021

Mr. Chris Mosly, Mayor
City of Chickasha (Water)
117 North 4th Street
Chickasha, Oklahoma 73018

Dear Mr. Mosly:

Subject: J/P 24428(04) Construction, J2-4428(004)
J/P 24428(06) Utilities, NHPP-226N(069)FP
Grady County, US-81, Agreement #1
Low Bid Concurrence

We have reviewed your bid tabulation, four copies of the successful bid, and one copy of each other bid solicited for the relocation of your facilities within this highway project. The project consists of the US-81 realignment beginning 1.00 mile north of the US-81/US-277 Junction south of Chickasha and extending north approximately 8.63 miles to 0.85 miles north of the US-62/US-81 Junction

Based on the information furnished, we concur with your recommendation to award the contract to the low bidder **Miller Construction & Sons, Inc.** in the amount of **$458,255.00**. Any and all change order requests for this pipeline relocation will be highly scrutinized by the Department. Please award the contract to them.

Please notify our Resident Manager, Mr. Reese Knight, P.O. Box 220, Anadarko, OK 73005, 405-247-2462, when you propose to begin the relocations.

Your interest in this highway project is appreciated. If we may be of any assistance, please contact Larry McMurtry at 405-521-2643.

Sincerely,

Simon Winlock, CPM
Utilities Manager

SW:lm

cc: Utility File
Chisholm Trail Consulting

JH

AGREEMENT
(CONTRACT)

Chickasha Municipal Authority
RFP CMA-2104
WATER MAINS CONSTRUCTION PROJECT

THIS AGREEMENT is dated as of the 18th day of January, in the year of 2022, by and between the CHICKASHA MUNICIPAL AUTHORITY, hereinafter referred to as OWNER, and Miller Construction & Sons, Inc. hereinafter referred to as the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

RFP CMA-2104 WATER MAINS CONSTRUCTION PROJECT

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed in 120 Calendar Days after the effective date of the Notice to Proceed.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in 2.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

Four Hundred Fifty-Eight Thousand Two Hundred Fifty-Five and no/100 Dollars.

($ 458,255.00)

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an invoice or application for payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to procedures established by the Owner to authorize payment at its regularly scheduled meetings. The Owner regularly scheduled meetings are held on the 1st and 3rd Monday of each month. Invoice or application for payment must be received in the Public Works Department office no less than ten (10) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the contract price, subject to the procedures noted in paragraph 4.1 above.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

5.2 CONTRACTOR has given the Owner written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

6.1 This agreement (pages 1 to__3__inclusive).

6.2 Exhibits to this agreement (pages N/A to____inclusive).

6.3 Performance and other bonds, consisting of ___4___pages.

6.4 Notice of Award.

6.5 Specifications bearing the title: **RFP CMA-2104 WATER MAINS CONSTRUCTION PROJECT.**

6.6 Addenda numbers_1_to_2_, inclusive.

6.7 CONTRACTOR'S bid (pages __1__to __12__, inclusive).

6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __1__to__30__ inclusive).

6.9 Any modification, including change orders, duly delivered after execution of agreement.

There are no contract documents other than those listed above in Article 6.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the 18th day of January 2022.

OWNER: CHICKASHA MUNICIPAL AUTHORITY	CONTRACTOR: Miller Construction & Sons, Inc.
By: ______________________ Chairman	By: ______________________ Signature & Title
CORPORATE SEAL Attest:	CORPORATE SEAL Attest:
By: ______________________	By: ______________________
ADDRESS FOR GIVING NOTICES:	ADDRESS FOR GIVING NOTICES:
Chickasha Municipal Authority	Miller Construction & Sons, Inc.
ATTN: Chairman	Attn: President
117 North 4th Street	P.O. Box 125
Chickasha, OK 73018	Comanche, Ok 73529
Phone: 405-222-6086	Phone: 580-512-6378
Fax: 405-222-6084	Fax: N/A
chris.mosley@chickasha.org	Email: millerconst@pldi.net

Cc: Cole, Tracy
Tommy
Save to U Drive
agreements

So

OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

April 11, 2018

THE HONORABLE HANK ROSS, MAYOR
CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA, OK 73018-2601

Dear Mayor:

RE: Job Piece # 24428 (04) Const., (05) RW, (06) UT,
Project # J2-4428(004), Grady County

Enclosed for your files is a fully executed copy of the City of Chickasha Right-of-Way, Public Utility and Encroachment Agreement on the above referenced project.

If we may be of further assistance, please let us know.

Sincerely,

Ellie Uselton
Business Office
Legal & Business Services Division
(405) 521-2645

RECEIVED
APR 13 2018
O.D.O.T.
Division 7 - Duncan

Enclosure

cc: Division 7
Division 7 Engineer
Relocation Branch
Utilities Branch
Underwriter's Accountant
Record Center

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

RECEIVED
Population 16,036
APR 02 2018
BUSINESS OFFICE

RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, entered into between the City of Chickasha, Grady County, Oklahoma, hereinafter the City and the Department of Transportation of the State of Oklahoma, hereinafter the Department, in connection with the location and improvement of a portion of the State Highway System within the corporate limits of the City, now designated as US-81 under plans and specifications for Federal / State Aid Project No. J2-4428(004), State Job No. 24428 (04) Construction, (05) R/W, (06) Utilities.

WITNESSETH

WHEREAS, it is mutually agreed between the parties that certain improvements should be made to the highway now as follows:

That the Department proposes construction of US-81 Realignment, From SH-9 South 6.3 mi. to US-277 (Chickasha Bypass).

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official Grade, Drain, Bridge & Surface plans of the City for its streets, boulevards, or arterial highway included therein.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

   (a) Grant to the Department and its contractors, the right-of-entry to and the use of all existing streets, alleys, and other City owned property when required, and other rights-of-way shown on said plans. Further, City shall not permit the vacation of any such street, alley or other rights-of-way within the limits of the project without the prior written approval of Chief, Right-of-Way & Utilities Division, Department of Transportation, State of Oklahoma.

(b) Remove at its own expense, or cause the removal of, all encroachments on the existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

(c) Prohibit parking on that portion of the project within the corporate limits of the City.

(d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulations for Oklahoma Highways" Rev. 5/96, in compliance with current Oklahoma Highway Commission Policy, 69 O.S. 2011 § 1210.

(e) Maintain all right-of-way acquired for the construction of this project as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

(a) Determine and locate, with the Department's approval, a detour route over existing City streets, if a re-routing of traffic or a detour is necessary during the period of construction.

(b) Be responsible, during or subsequent to construction, for all costs, for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

(c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, 2011, § 151 *et seq.* and by Oklahoma Constitution Article 10, § 15, § 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall protect and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City 's execution, performance, or failure to perform, a provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2011, § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and maybe asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnifications shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.

(e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ-s *General Permit OKR10*, dated September 13, 2002, or latest revision to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 O.S. 2011, § 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including, but not limited to, the speed of vehicles, parking, stopping and turns, in accordance with 47 O.S. 2011, § 15-104, *et. seq.* and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the Underwriter between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. 2011, § 901 and all other applicable law.

The City shall also maintain any public road on Department owned right-of-way not connected to the highway nor allowing access to the highway. All maintenance shall be in accordance with 69 O.S. 2011, § 901 and all other applicable law.

5. If any existing, future or proposed local statute, ordinance, court order, rule policy, or other directive, including but not limited to, those that relate to right-of-way acquisition, encroachment removal, acquisition or relocation of outdoor advertising signs or structures or storm water drainage facilities, that are more restrictive than state or federal regulations, including all applicable Federal and State laws regarding the erecting, maintaining, and relocation of outdoor advertising signs or any other locally proposed changes, including, but not limited to, plats or re-plats, that results in any increased costs for right-of-way acquisitions, removal of encroachments, or the relocation, erecting, or maintaining of outdoor advertising signs or structures or storm water drainage facilities, City shall be solely responsible for all such related costs as the same are determined at the sole discretion of the Department, when such increased costs, including but not limited to relocation, acquisition, or litigation costs, are associated with any existing, future or proposed local statute, ordinance, court order, rule, policy, or other directive or change.

6. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

7. That City will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

8. That the participation in the necessary adjustments of utilities between the undersigned parties shall be as follows:

(a) The Department shall coordinate all the necessary utility adjustments with the owner(s) having utility facilities within the project limits.

(b) The City and the Department shall equally share, and each shall be financially responsible for one-half, the total cost of adjustments of any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, whether such utilities are publicly or privately owned, including all pipelines, water lines, telephone lines, fiber optic cables, power lines, sewer lines, fire hydrants, light poles, and other such service installations. In the event the Department secures federal financial participation in the cost of these utility adjustments, the City shall not participate in the cost of adjusting City-owned utility facilities on private right-of-way. The local share of such costs shall be borne solely by the Department.

(c) Any and all monetary expenditures necessary to accomplish the adjustments of utility facilities presently located on and in public right-of-way shall be borne entirely by the owner(s) of the affected utilities except those public water and sanitary sewer systems specifically exempt in 69 O.S. 2011, § 1403(f). The City shall protect and indemnify the State from any expenses and liabilities resulting from these utility adjustments.

It is further agreed and understood between the parties that the City will pay to the Department the City's share of the actual utility adjustment costs of utility facilities relocated from private right-of-way promptly upon receipt of the Department's statement as the amounts become known.

9. The Department understands and acknowledges that the City is a municipal corporation and a charter City created and existing under the Constitution and Laws of the State of Oklahoma. The Department further acknowledges and understands that the obligations, duties and liabilities under this Agreement, including but not necessarily limited to all covenants to pay reimbursement or make payment from City funds, to provide City funds to acquire properties, to provide City funds to maintain and operate facilities, improvements, or rights of way, to annually provide City funds for maintenance, personnel and/or equipment, and/or to provide City funds for inspection are subject to annual appropriation of the City Council of the City and the availability of funds for such purpose.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the Department agrees to construct said project in accordance with said plans and specifications; provided that the right to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the 9th day of March, 20 18, and the State on the 14th day of March, 20 18.

(SEAL)

ATTEST:

CITY CLERK

CITY OF CHICKASHA

MAYOR

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

CHIEF, LEGAL DIVISION (ODOT)

STATE OF OKLAHOMA
DEPARTMENT OF
TRANSPORTATION

DIRECTOR

50/50 Revised 09/2016

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the City of Chickasha, Grady County, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as Project No. J2-4428(004), Job No. 24428(04)Construction, (05)R/W, (06)Utilities, in accordance with the terms and tenor of 69 O.S. 2011 §§ 1205, 1206, 1401, and 1403.

NOW, THEREFORE, BE IT RESOLVED by the City of Chickasha, Oklahoma, sitting in regular session that such contract be entered into and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

(SEAL)

CITY OF CHICKASHA SEAL STATE OF OKLAHOMA

50/50 Revised 09/2016